

17.11 All Classified Information made available to the Project Personnel will be considered as Classified Information furnished to the Parent Participant and will be subject to all provisions and safeguards provided for in Section XII (Security) of this MOU and in the appropriate Project Security Instruction and Classification Guide.

17.12 Project Personnel will not take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files) unless approved by the Host Participant and authorized by the Parent Participant, on a case-by-case basis.

#### ADMINISTRATIVE MATTERS

17.13 To the extent authorized by the national laws and regulations of the Host Participant, the Host Organization will provide administrative support necessary for Project Personnel to perform their assigned tasks.

17.14 Consistent with the national laws and regulations of the Host Participant, Project Personnel assigned under this MOU will be subject to the same restrictions, conditions, and privileges as Host Participant personnel of comparable rank and in comparable assignments. Further, to the extent authorized by the national laws and regulations of the Host Participant, Project Personnel and their authorized dependants will be accorded:

17.14.1 Exemption from any tax on income received from the Parent Participant, according to the applicable fiscal international arrangements between the governments concerned.

17.14.2 Exemption from any customs and import duties or similar charges levied on items entering the territory of the Host Participant for their official use. The foregoing will not in any way limit privileges granted by the national laws and regulations of the Host Participant.

17.15 Project Personnel and their dependants will be informed by the Host Organization about applicable laws, orders, regulations, and customs and they will be required to comply with them. Project Personnel and their dependants also will be briefed by Host Organization personnel regarding their specific entitlements, privileges, and commitments upon their arrival in the territory of the Host Participant.

17.16 Project Personnel will observe the national/public holiday schedule of the Host Participant.

17.17 The Host Organization will determine working hours for Project Personnel. Project Personnel will have performance evaluations rendered in accordance with

the applicable Parent Participant regulations.

17.18 Project Personnel committing an offense under the applicable laws of either the Parent Participant or the Host Participant may be withdrawn from this Project assignment by either Participant with a view toward further administrative or disciplinary action by the Parent Participant. Disciplinary action will not be taken by the Host Participant against Project Personnel. The Host Participant will cooperate whenever legally possible in carrying out administrative or disciplinary action by the Parent Participant against its Project Personnel.

17.19 Any medical and dental care that may be provided to Project Personnel and their dependants at the Host Participant medical facilities will be subject to the requirements of the national laws and regulations of the Host Participant, including reimbursement when required by such laws and regulations.

17.20 In no case will Project Personnel be assigned to positions which would require exercise of command or be assigned to other positions that would require them to exercise responsibilities that are reserved by law or regulation to an officer or employee of the Host Participant.

17.21 Project Personnel will not be placed on duty or in positions in areas of political sensitivity where their presence would jeopardize the interests of the Parent Participant, or where, in the normal course of their duty, they may become involved in activities which may embarrass the Parent Participant.

17.22 The Host Participant will not place Project Personnel in duty assignments in which direct hostilities with forces of third states are likely.

17.23 Purchasing and patronage privileges at military commissaries, exchanges, theaters and clubs will be extended to Project Personnel and their dependants on the same basis as equivalent personnel of the Host Participant. This provision will not, however, limit privileges described elsewhere in this MOU or other privileges granted by the Host Participant, at its discretion, with the consent of the Parent Participant.

17.24 Project Personnel will be granted leave according to their entitlements under the regulations of the Parent Organization, subject to the approval of the appropriate authorities of the Host Organization.

17.25 Project Personnel will be required to comply with the dress regulations of the Parent Organization and will also wear such identification as may be necessary to identify their nationality, rank and status. The order of dress for any occasion will be that which most nearly conforms to the order for the Host Organization with which they are serving. Customs of the Host Organization will be observed with respect to wearing of civilian clothes.

17.26 Consistent with the national laws and regulations of the Host Participant, and upon conditions of reciprocity, the Host Organization will provide, if available, housing and messing facilities for Project Personnel and their dependants on the same basis and priority as for its own personnel. Project Personnel will pay messing and housing charges to the same extent as personnel of the Host Organization. At locations where facilities are not provided by the Host Organization for its own personnel, the Parent Organization will make suitable arrangements for Project Personnel.

17.27 Project Personnel and those dependants accompanying them, must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the Host Participant or the political subdivision where they are located. In case of claims involving the use of private motor vehicles, the first recourse will be against such insurance.

17.28 The NATO SOFA pertaining to rights and privileges of military and civilian personnel of a Contributing Participant while in the territory of another Contributing Participant will apply to Project Personnel and their dependants.

#### INTELLECTUAL PROPERTY RIGHTS

17.29 The respective rights of Project Personnel and the Contributing Participants to inventions (whether patentable or not patentable) made and Project Foreground Information generated by the Project Personnel during the period of and as a result of their participation in the Project will be governed by the national laws and regulations of the Parent Participant.

17.30 Notwithstanding the provisions of paragraph 17.29 above, where Project Personnel make inventions or generate Project Foreground Information by using Project Foreground Information or Project Background Information of the Host Participant, the Parent Participant will not use such inventions or information for purposes other than its Defense Purposes. Any sale or other transfer will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this MOU.

17.31 To the extent that the right and/or title to an invention or Project Foreground Information is assigned to the Parent Participant under the provisions of paragraph 17.29 above, the Parent Participant will grant free of charge to the Host Participant a worldwide, non-transferable, irrevocable, non-exclusive, royalty-free license to practice or have practiced such invention and to use Project Foreground Information for its Defense Purposes.

17.32 The Parent Participant of the Project Personnel will have first priority to prosecute, or to have prosecuted on their behalf, patent applications to secure rights granted under this Section. The Parent Participant will, within a reasonable time, notify the Host Participant of the countries in which it or its Project personnel

elects to file patent applications. For all other countries, the Host Participant may prosecute or have prosecuted on its behalf patent applications to secure such rights.

17.33 If the Parent Participant renounces exercise of the rights granted under this Section, such Participant will inform the Host Participant of its intention within twelve months. The Host Participant could, in that case, exercise the rights belonging to the Parent Participant referred to in paragraph 17.29 above.

17.34 Notwithstanding the provisions of paragraph 17.29 above, inventions and Project Foreground Information jointly made or generated by Host Participant and Project Personnel as a result of their participation in the Project will be jointly owned by the Host Participant and the Parent Participant. Any sale or transfer will be subject to the provisions of Section XIII (Third Party Sales and Transfers) of this MOU. Each Contributing Participant may practice or have practiced such jointly owned inventions or Information for its Defense Purposes. Where inventions are jointly owned, the Host Participant and Parent Participant will jointly decide which Participant will prosecute, or to have prosecuted on their behalf, patent applications to secure rights granted under this Section in the Host and Parent countries. The Host Participant and Parent Participant will jointly decide in which other countries patent applications will be filed and how any resulting income will be divided between the Contributing Participants.

17.35 Any additional compensation or award under an incentive award program or similar program due to the Project Personnel for the work performed under the Project will be the responsibility of the Parent Participant.

## SECTION XVIII

### SETTLEMENT OF DISPUTES

Disputes between the Participants arising under or relating to this MOU or its PAs will be resolved only by consultation between the Participants and will not be referred to a national court, an international tribunal, or to any other person or entity for settlement.

## SECTION XIX

### GENERAL PROVISIONS

19.1 All activities of the Participants under this MOU will be carried out in accordance with their national laws and regulations.

19.2 In the event of a conflict between the terms of this MOU and any PA, this MOU will take precedence, except as authorized pursuant to paragraph 9.1.2 of this MOU.

## SECTION XX

### AMENDMENT, TERMINATION, WITHDRAWAL, ENTRY INTO EFFECT, AND DURATION

20.1 This MOU may be amended by the written approval of all Participants. Any of the PAs under this MOU may be amended by the written approval of all Contributing Participants.

20.2 This MOU and any of its PAs may be terminated at any time upon the written consent of all relevant Participants. In the event the relevant Participants consent to terminate this MOU or its PAs, the relevant Participants will consult prior to the date of termination to ensure termination on the most economical and equitable terms. All PAs will automatically terminate upon termination of this MOU.

20.3 A Contributing Participant's participation in any PA may cease upon 90 days written notification of its intent to withdraw to the other Contributing Participant(s). Such notice will be the subject of immediate consultation among the Contributing Participants to decide upon the appropriate course of action. In the event of such withdrawal, the following rules apply:

20.3.1 The withdrawing Contributing Participant will continue participation, financial or otherwise, up to the effective date of withdrawal.

20.3.2 The remaining Contributing Participants will decide whether they will continue to execute the PA on the basis of the reduced participation or terminate the PA. If, as the result of withdrawal by Contributing Participant(s), there is only one Contributing Participant remaining, the PA will be considered terminated.

20.3.3 Except as to Contracts awarded on behalf of all Contributing Participants, each Contributing Participant will be responsible for its own costs associated with withdrawal. For Contracts awarded on behalf of all Contributing Participants, the withdrawing Contributing Participant(s) will pay all Contract modification or termination costs that would not otherwise have been incurred but for the decision to withdraw; in no event, however, will a withdrawing Contributing Participant's total financial contribution, including Contract termination costs, exceed that Contributing Participant's total financial contribution as established in the PA.

20.3.4 All Project Information and associated rights, received under the provisions of this MOU and any of its PAs prior to withdrawal, will be retained by the Contributing Participants, subject to the provisions of this MOU.

20.3.5 Each Contributing Participant will make available to the other Contributing Participant(s) its Participant and Contractor Project Foreground Information generated and delivered prior to withdrawal, and which has not been provided to the other Contributing Participant(s) prior to withdrawal.

20.3.6 If requested by the other Contributing Participant(s), the withdrawing Contributing Participant may continue to administer Project Contract(s), which it awarded on behalf of all the Contributing Participants, on a reimbursable basis.

20.4 The respective rights and commitments of the Participants regarding Section VIII (Project Equipment), Section IX (Disclosure and Use of Project Information), Section X (Controlled Unclassified Information), Section XII (Security), Section XIII (Third Party Sales and Transfers), and Section XIV (Liability and Claims) of this MOU will continue to apply notwithstanding termination or expiration of this MOU and any of its PAs.

20.5 This MOU, which consists of twenty (20) Sections and two (2) Annexes, will enter into effect upon the date of last signature, and will remain in effect for 25 years, unless terminated or extended by mutual consent of the Participants. PAs will enter into effect upon the date of last signature of the Contributing Participants. All PAs will automatically terminate upon the termination of this MOU. PAs entering into effect before the expiration of this MOU will remain in effect until the date of their original expiration; the provisions of this MOU will continue to apply to those PAs.

The foregoing represents the understandings of the Minister of Defence of the French Republic, the Federal Ministry of Defence of the Federal Republic of Germany, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland and the Department of Defense of the United States of America upon the matters referred to herein. Signed, in twelve originals, four in English and four in French, and four in German, each version having equal validity.

FOR THE MINISTER OF DEFENCE  
OF THE FRENCH REPUBLIC

Signature

Name Le délégué général pour l'armement  
Yves GLEIZES

Title

Date 3 MAI 2002

Location

FOR THE SECRETARY OF STATE  
FOR DEFENCE OF THE UNITED  
KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND

Signature

Name Tony

Title AM

Date 05 APR 02

Location

FOR THE FEDERAL MINISTRY OF  
DEFENCE OF THE FEDERAL  
REPUBLIC OF GERMANY

Signature

Name

Title

Date 26 MAR 02

Location

FOR THE DEPARTMENT OF  
DEFENSE OF THE UNITED STATES  
OF AMERICA

Signature

Name

Title

Date 26 MAR 02

Location

**ANNEX A**  
**PROJECT ARRANGEMENT FORMAT**

---

PROJECT ARRANGEMENT NO. \*\*\*\*

TO THE

FUTURE AIR CAPABILITIES PROJECTS  
MEMORANDUM OF UNDERSTANDING  
DATED \*\*\*\*\*

CONCERNING

*[Title of the Project]*

AMONG THE FOLLOWING CONTRIBUTING PARTICIPANTS

*[List Contributing Participants]*

(Short Title: \_\_\_\_\_ PA *[if desired]*)

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## INTRODUCTION

This Project Arrangement (PA) hereby establishes the \_\_\_\_\_ Project, in accordance with the Memorandum of Understanding among the Minister of Defense of the French Republic, the Federal Ministry of Defense of the Federal Republic of Germany, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America, for Future Air Capabilities Projects, dated \_\_\_\_ [date of FAC MOU entry into effect], the provisions of which are hereby incorporated by reference.

The Contributing Participants for this PA are: *[the Minister of Defense of the French Republic, the Federal Ministry of Defense of the Federal Republic of Germany, the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland, and the Department of Defense of the United States of America- List as appropriate the Contributing Participants].*

## SECTION I

### DEFINITION OF TERMS AND ABBREVIATIONS

*[Note: Define only those terms used in this PA not already defined in the MOU. If there are none, insert "None".]*

## SECTION II

### OBJECTIVES

2.1 The objectives of this *[ACTD, CE or PDRR - choose one, or all that apply]* are:

2.1.1 \_\_\_\_\_

2.1.2 \_\_\_\_\_

*[Include as many objectives as necessary]*

## SECTION III

### SCOPE OF WORK

3.1 The following tasks will be carried out under this PA.

*[Describe the ACTD, CE, PDRR effort]*

3.1.1 \_\_\_\_\_

3.1.2 \_\_\_\_\_

*[Include as many tasks as necessary]*

## SECTION IV

### SHARING OF TASKS

4.1 The sharing of tasks among the Contributing Participants will be as follows:

4.1.1 *The French Contributing Participant will* \_\_\_\_\_

4.1.2 *The German Contributing Participant will* \_\_\_\_\_

4.1.3 *The UK Contributing Participant will* \_\_\_\_\_

4.1.4 *The US Contributing Participant will* \_\_\_\_\_

4.1.5 *The Contributing Participants will jointly* \_\_\_\_\_

*[Complete above as appropriate]*

## SECTION V

### SCHEDULE OF TASKS

5.1 It is planned that the Project will proceed according to the following schedule:

| <u>I</u> | <u>Task 1</u>                | <u>Start</u> | <u>Duration</u> |
|----------|------------------------------|--------------|-----------------|
|          | <i>Description of Task 1</i> | _____        | _____           |

| <u>Task 2</u>         | <u>Start</u> | <u>Duration</u> |
|-----------------------|--------------|-----------------|
| Description of Task 2 | _____        | _____           |
| <u>Task 3</u>         | <u>Start</u> | <u>Duration</u> |
| Description of Task 3 | _____        | _____           |

[List tasks. Also include appropriate details, such as phases and milestones depending on the complexity of Project.]

5.2 The Systems Group (SG) must submit a final report to the FAC MOU Working Group (WG) before the expiration date of this PA.

## SECTION VI

### MANAGEMENT

6.1 SG - Contributing Participants' main representatives:

6.1.1 French Contributing Participant:      Title/Position  
     Organization  
     Address

6.1.2 German Contributing Participant:      Title/Position  
     Organization  
     Address

6.1.3 UK Contributing Participant:      Title/Position  
     Organization  
     Address

6.1.4 US Contributing Participant:      Title/Position  
     Organization  
     Address

[Complete as appropriate]

6.2 Particular Management Procedures: [Mention only those additional management responsibilities not covered under Section IV of the MOU].

**SECTION VII**  
**FINANCIAL ARRANGEMENTS**

7.1 *The French Contributing Participant share of the work will not cost more than \_\_\_\_\_ €.*

7.2 *The German Contributing Participant share of the work will not cost more than \_\_\_\_\_ €.*

7.3 *The UK Contributing Participant share of the work will not cost more than £ \_\_\_\_\_.*

7.4 *The US Contributing Participant share of the work will not cost more than \$ \_\_\_\_\_.*

*[Complete as appropriate]*

7.5 *The total cost of work under this PA is \_\_\_\_\_. For purposes of this section, the relevant exchange rates are: \_\_\_\_\_.*

**SECTION VIII**  
**SPECIAL PROVISIONS**

*[If no special provisions apply, insert "None". If otherwise, insert and complete as follows:*

*In addition to the provisions of Section \_\_\_\_\_ of the FAC MOU, the following special provisions apply to this PA:*

*List whatever special provisions might apply]*

**SECTION IX**  
**LEVEL OF CLASSIFICATION**

9.1 *[Select one of the three following possibilities:]*

*No Classified Information will be exchanged under this PA; or*

*The highest level of Classified Information exchanged under this PA is "Confidential"; or*

*The highest level of Classified Information exchanged under this PA is "Secret".]*

9.2 The existence of this PA is unclassified\* and the contents are unclassified\*.

[\* Revise where appropriate]

## SECTION X

### PRINCIPAL ORGANIZATIONS INVOLVED

*[List laboratories, research centers, and other organizations involved, including Contractors as appropriate]*

## SECTION XI

### PROJECT EQUIPMENT

*[If there is no loan of Project Equipment, insert "None". If otherwise, choose one of the following three options:]*

Option 1 - When details are known at time of PA development:

11.1 In accordance with Section VIII (Project Equipment) of the FAC MOU, the loan of the following Project Equipment is necessary for executing this PA:

| Providing Participant | Receiving Participant | QTY | Description | Part/ Stock | Consumables/ Non-Consumables | Value | Start Date of Loan | Return Date |
|-----------------------|-----------------------|-----|-------------|-------------|------------------------------|-------|--------------------|-------------|
|                       |                       |     |             |             |                              |       |                    |             |

*[Fill in as appropriate]*

Option 2 - When details are not known at time of PA development:

11.1 In accordance with Section VIII (Project Equipment) of the FAC MOU, the loan of Project Equipment will be necessary for executing this PA. Project Equipment to be loaned will be documented in a list in the following format.

| Providing Participant | Receiving Participant | QTY | Description | Part/ Stock | Consumables/ Non-Consumables | Value | Start Date of Loan | Return Date |
|-----------------------|-----------------------|-----|-------------|-------------|------------------------------|-------|--------------------|-------------|
|                       |                       |     |             |             |                              |       |                    |             |

*[Fill in as appropriate]*

*The list will be developed and maintained by the SG for approval the WG after appropriate national approvals have been obtained.*

Option 3 - When some details are known at time of PA development, and additional details of future loan are not known:

*11.1 In accordance with Section VIII (Project Equipment) of the FAC MOU, the loan of the following Project Equipment is necessary for executing this PA.*

| Providing Participant | Receiving Participant | QTY | Description | Part/ Stock | Consumables/ Non-Consumables | Value | Start Date of Loan | Return Date |
|-----------------------|-----------------------|-----|-------------|-------------|------------------------------|-------|--------------------|-------------|
|                       |                       |     |             |             |                              |       |                    |             |

*[Fill in as appropriate]*

*11.2 In accordance with Section VIII (Project Equipment) of the FAC MOU, additional Project Equipment will be necessary for executing this PA. Project Equipment to be loaned will be documented in a list in the following format.*

| Providing Participant | Receiving Participant | QTY | Description | Part/ Stock | Consumables/ Non-Consumables | Value | Start Date of Loan | Return Date |
|-----------------------|-----------------------|-----|-------------|-------------|------------------------------|-------|--------------------|-------------|
|                       |                       |     |             |             |                              |       |                    |             |

*[Fill in as appropriate]*

*The list will be developed and maintained by the SG for approval by the WG after appropriate national approvals have been obtained.*

## SECTION XII

### PROJECT PERSONNEL

*[If there is no assignment of Project Personnel, insert "None". If otherwise,, choose one of the following three options:]*

Option 1 - When assignment details are known at time of PA development:

*12.1 In accordance with Section XVII (Project Personnel) of the FAC MOU, assignment of the following Project Personnel are necessary for executing this PA:*

*[Identify in as much detail as possible the Parent Organization, Host Organization, duration of assignment, professional specialty, rank, required clearance, tasks, etc]*

Option 2 - When assignment details are not known at time of PA development:

*12.1 In accordance with Section XVII (Project Personnel) of the FAC MOU, assignment of the Project Personnel will be necessary for executing this PA. Project Personnel to be assigned will be documented in a list which will be developed and maintained by the SG for approval by the WG after appropriate national approvals have been obtained.*

*Option 3 - When some assignment details are known at time of PA development, and details of future assignments are not known:*

*12.1 In accordance with Section XVII (Project Personnel) of the FAC MOU, assignment of the following Project Personnel are necessary for executing this PA:*

*[Identify in as much detail as possible the Parent Organization, Host Organization, duration of assignment, professional specialty, rank, required clearance, tasks, etc]*

*12.2 In accordance with Section XVII (Project Personnel) of the FAC MOU, assignment of additional Project Personnel will be necessary for executing this PA. Project Personnel to be assigned will be documented in a list which will be developed and maintained by the SG for approval by the WG after appropriate national approvals have been obtained.*

## SECTION XIII

### ENTRY INTO EFFECT, DURATION AND TERMINATION

This [Project Title] PA will enter into effect upon the date of last signature of the Contributing Participants. It will remain in effect for    years, unless terminated in writing by the Contributing Participants. It may be extended by mutual written consent of the Contributing Participants.

Signed, in    originals,    in English,    in French, and    in German,] each version having equal validity. [Adjust above and below, as appropriate, for Contributing Participants]

**FOR THE MINISTER OF DEFENSE  
OF THE FRENCH REPUBLIC**

**FOR THE FEDERAL MINISTRY OF  
DEFENSE OF THE FEDERAL  
REPUBLIC OF GERMANY**

*Signature*

*Signature*

*Name*

*Name*

*Title*

*Title*

*Date*

*Date*

*Location*

*Location*

**FOR THE SECRETARY OF STATE  
FOR DEFENCE OF THE UNITED  
KINGDOM OF GREAT BRITAIN AND  
NORTHERN IRELAND**

**FOR THE DEPARTMENT OF  
DEFENSE OF THE UNITED STATES  
OF AMERICA**

*Signature*

*Signature*

*Name*

*Name*

*Title*

*Title*

*Date*

*Date*

*Location*

*Location*

## ANNEX B

### CERTIFICATION OF CONDITIONS AND RESPONSIBILITIES FOR FUTURE AIR CAPABILITIES (FAC) PROJECT PERSONNEL

---

I acknowledge that I have been accepted for assignment to    *[insert name and location of establishment to which assigned]* pursuant to    *[identify the Project Arrangement (PA) which provides for the assignment]*. Capitalized terms in this certification have the meanings defined in the FAC MOU. In connection with this assignment, I further acknowledge and certify that I shall comply with the following conditions and responsibilities:

1. The purpose of the assignment is to provide my expertise to the Project. There shall be no access to information except as required to perform the duties described in the position description of the position to which I am assigned, as determined by my designated supervisor.
2. I shall perform only functions which are properly assigned to me as described in the position description for my assignment and shall not act in any other capacity to the Host Participant on behalf of my Parent Participant.
3. All Project Information to which I may have access during this assignment shall be treated as information provided to my Parent Participant in confidence and shall not be further released or disclosed by me, except as authorized by the FAC MOU and the aforementioned PA.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I will inform such individuals that I am a foreign Project Person.
5. I have been briefed on, understand, and will comply with all applicable Host Participant security regulations concerning the protection of proprietary information (such as patents, copyrights, know-how and trade secrets), Classified Information and Controlled Unclassified Information.
6. I will immediately report to my designated supervisor all attempts to obtain Classified Information, proprietary information or Controlled Unclassified Information to which I may have access as a result of this assignment.

---

(Typed Name)

---

(Signature)

---

(Rank/Title)

---

(Date)